

# **EXHIBIT D**



**Dominion Capital LLC**  
256 W. 38th Street, 15<sup>th</sup> Floor  
New York, NY 10018  
212-785-4680

September 23, 2019

VIA E-MAIL AND MAIL

To: Avalanche International, Corp.  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
Attention: Chief Financial Officer  
Will@Dpwholdings.com

NOTICE OF CONTINUING AND NEW  
DEFAULTS

Dear Mr. Horne:

Reference is made to the \$2,750,000 10% Senior Secured Convertible Note (the “**Note**”), dated April 11, 2019 issued by Avalanche International Corp., a Nevada corporation (the “**Obligor**”), to Dominion Capital LLC (the “**Holder**”). As mentioned in our notice of default and acceleration of July 19, 2019, there exists Events of Default and all Obligations have been past due. Although you have made some payments, you have not paid all amounts demanded under the notice and have not cured the other Events of Default mentioned in these Events of Default have continuously occurred and remain to this day.

Since then, you have failed to make, among others, the interest payments due on September 11, 2019 under the Note past the grace period provided in the Note, resulting in yet another “Event of Default” under and as defined in the Note on July 17, 2019 (the “**Interest Payment Event of Default**”).

**Exhibit A** includes a list of the amounts of principal, interest, late fees and “Mandatory Default Amounts” the Obligor owes as of the date hereof under the Note (without prejudice to any other amount you continue to owe, such as, without limitation, reimbursement of attorney fees and other fees, costs and expenses). IMMEDIATE PAYMENTS OF ALL SUCH AMOUNTS CONTINUE TO BE DEMANDED TODAY. Please pay all obligations immediately. YOU ARE HEREBY NOTIFIED that failure to make such payments constitutes another breach and default of the terms of the Note and other provisions of “Securities,” “Warrants,” or “Transaction Documents” (each as defined in the securities purchase agreement for the Note) and other documents relating to any Note (collectively the “**Related Documents**”).

The Holder expressly reserves all rights, powers, privileges and remedies (including, without limitation, the right to demand payment of or to convert the Note, and the right to sell collateral or

otherwise take action because of any Events of Default, any other Existing Default or any other “Event of Default” under and as defined under the Note or any Related Document), under or in respect of the Note and the Related Documents and under all applicable legal and regulatory requirements, in each case with respect to any Events of Default, any other Existing Default or any other “Event of Default” under and as defined under the Note or any breach of any other Related Document. Any past or future advances to the Obligor shall not be considered an agreement, express or implied, on the part of the Holder to make or consider making additional advances to the Obligor, to convert or refrain from converting the Note or to consider modifying or waiving, or to modify or waive, any condition precedent, any Existing Default, any other “Event of Default” under and as defined in the Note or any other breach of any provision of any Related Document.

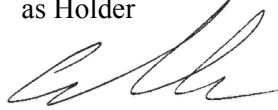
This letter is merely a notification of the Events of Default and an acceleration of the obligations owing under the Note and the Related Documents and nothing herein, in the course of dealing or in the discussions between the Obligor and the Holder or any of their representatives shall waive any Existing Event of Default or any other breach of any Related Document or obligate the Holder to sell or foreclose on any collateral or to convert or refrain from converting the Note or waive or modify any other provision of the Note or Related Documents. In addition, this notice shall not relieve the Obligor from any obligation under the Note or Related Documents, including any Obligation to notify the Holder of any Existing Default with specificity. No failure on the part of the Holder to exercise, and no delay in exercising, any right under the Note or any Related Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

[SIGNATURE PAGES FOLLOW]

This letter has been executed in the English language, and the English text shall prevail over any translation and shall be governed by and construed in accordance with the law of the State of New York.

Very truly yours,

DOMINION CAPITAL LLC  
as Holder

A handwritten signature in black ink, appearing to read 'Mikhail Gurevich', written over the printed name.

By: Name: Mikhail Gurevich  
Title: Managing Member

## EXHIBIT A

## KEY AMOUNTS OWED UNDER THE NOTE

As of September 23, 2019  
(All amounts in U.S. dollars)

Interest (at default rate)	Principal	Mandatory Default Amount/ Event of Default Redemption Price	Total
190,666	2,750,000.00	776,666.67	3,717,333